

RFP 3008 DPH-CB Printer Paper Check Stock Amendment #1
July 17, 2012

Item 1 NIGP codes

NIGP codes are updated to include the following:

96613
96636
96646
96681

Item 2 Minority Business Enterprise Language

DOA Form 3070

Bidder should disregard language pertaining to Minority Business Enterprises.

Section 3.3

Bidder should disregard language pertaining to Minority Business Enterprises.

Item 3 Appeals Language

Section 3.6 has been deleted in its entirety from RFB 3008 DPH-CB

Item 4 Termination and Cancellation

Section 4.7 has been revised. The following section supersedes and replaces section 4.7 in its entirety.

TERMINATION FOR CAUSE

The State of Wisconsin may terminate the Contract after providing the Contractor with 30 calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the State 120 calendar days' notice of the State's right to cure a failure of the State to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

TERMINATION FOR CONVENIENCE

Either party may terminate the Contract at any time, without cause, by providing a written notice; the State by providing at least 30 calendar days' notice to the Contractor, and the Contractor providing at least 120 calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State shall be entitled to a refund for

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goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

TERMINATION FOR CHANGE IN LAW

This Contract may be terminated either by mutual agreement or at the discretion of the State following any amendment to, or judicial interpretation of, Federal or State law that:

- Renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary
- Renders accomplishment of the Contract's objectives impossible, patently unreasonable, or unnecessary.

CONTRACT CANCELLATION

The State of Wisconsin reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract as follows:
- Fails to perform any material obligation required under the Contract;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a nondiscrimination or affirmative action plan as required herein;
- Fails to follow the nondiscrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or Contractor performance threatens the health or safety of a State or municipal employee.

Item 5 Terms and Conditions

The following DOA forms have been deleted:

DOA-3054

DOA-3681